



Loudoun County, Virginia

INVITATION FOR BID

**FIRE MARSHAL'S OFFICE
MOBILE FIRE INVESTIGATIONS UNIT**

ACCEPTANCE DATE: Prior to 4:00 p.m., February 7, 2008 "Local Verizon time"

IFB NUMBER: QQ-01389

ACCEPTANCE

PLACE: Department of Management and Financial Services
Division of Procurement
1 Harrison Street, SE, 4th Floor, MSC#41C
Leesburg, Virginia, 20175

A Pre-Bid Conference will be held on January 24, 2008 at 2:00 PM in the Management and Financial Services Main Conference Room, 1 Harrison Street, SE, 4th Floor, Leesburg, Virginia 20175 for clarification of any questions on the specifications.

Requests for information related to this Invitation should be directed to:

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This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: January 11, 2008

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

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Prepared By: Philip Butterfass Date: January 11, 2008
Contracting Officer

FIRE MARSHAL'S OFFICE MOBILE FIRE INVESTIGATIONS UNIT

1.0 PURPOSE

The intent of this Invitation for Bid is to obtain a Mobile Fire Investigations Unit ("Unit") for the Fire Marshal's Office of Loudoun County Fire, Rescue and Emergency Management.

2.0 COMPETITION INTENDED

It is the County's intent that this Invitation for Bid (IFB) permit competition. It shall be the bidder's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this IFB to a single source. Such notification must be received by the Purchasing Agent, or appointed designee not later than ten (10) days prior to the date set for bids to close.

3.0 DISCREPANCIES

Should a bidder find discrepancies in the plans and/or specifications or be in doubt as to the meaning or intent of any part thereof, the bidder shall request clarification from the County in writing not later than ten (10) working days prior to the bid opening. Any changes to the IFB that result from such clarification request will be communicated through a written addendum and posted on the Procurement home page at www.loudoun.gov/procurement. Failure to request such a clarification is a waiver of any claim by the bidder for additional expenses because its interpretation was different than the County's.

4.0 BIDDER'S MINIMUM QUALIFICATIONS

Only those bidders who provide documentation in their bid that they satisfy the following criteria will be considered for further evaluation. Failure to include any of the required documentation may be cause for bid to be deemed non-responsive and rejected.

- 4.1 Bidder must have been in business selling products of this nature for at least three (3) years.
- 4.2 Bidder must show profit for two (2) of the past three (3) years
- 4.3 If the manufacturer, distributor or franchisee is located in the State of Virginia then it must have a license per code:

§ 46.2-1508. Licenses required.

It shall be unlawful for any person to engage in business in the Commonwealth as a motor vehicle dealer or salesperson without

first obtaining a license as provided in this chapter. It shall be unlawful for any person to engage in business in the Commonwealth as a manufacturer, factory branch, distributor, distributor branch, or factory or distributor representative without first obtaining a license as provided in Chapter 19 (§ 46.2-1900 et seq.) of this title. Any nonprofit organization exempt from taxation under § 501 (c) (3) of the Internal Revenue Code, after having obtained a nonprofit organization certificate as provided in this chapter, may consign donated motor vehicles to licensed Virginia motor vehicle dealers. Any person licensed in another state as a motor vehicle dealer may sell motor vehicles at wholesale auctions in the Commonwealth after having obtained a certificate of dealer registration as provided in Chapter 19 of this title. The offering or granting of a motor vehicle dealer franchise in the Commonwealth shall constitute engaging in business in the Commonwealth for purposes of this section, and no new motor vehicle may be sold or offered for sale in the Commonwealth unless the franchisor of motor vehicle dealer franchises for that line-make in the Commonwealth, whether such franchisor is a manufacturer, factory branch, distributor, distributor branch, or otherwise, is licensed under Chapter 19 of this title. In the event a license issued under Chapter 19 to a franchisor of motor vehicle dealer franchises is suspended, revoked, or not renewed, nothing in this section shall prevent the sale of any new motor vehicle of such franchisor's line-make manufactured in or brought into the Commonwealth for sale prior to the suspension, revocation or expiration of the license.

5.0 SPECIFICATIONS

5.1 GENERAL VEHICLE DESIGN, TYPE, AND FLOORPLAN

The Unit and the allied equipment furnished under this specification shall be the manufacturer's current commercial vehicle of the type and class specified. The Unit shall be complete with the operating accessories as specified herein and furnished with such modifications and attachments as may be necessary or specified to enable the Unit to function reliably and efficiently in sustained operation. The design of the Unit and the specified equipment shall permit accessibility for servicing, replacement, and adjustment of component parts and accessories with minimum disturbance to other components and systems. The term "HEAVY DUTY" as used to describe an item shall mean in excess of the usual quantity, quality, or capacity that is normally supplied with the standard production vehicle or component.

5.2 CHASSIS MODEL AND TYPE

The cab/chassis requirement of this specification is a 2008 Ford F-350 4x4 cab/chassis, 165" wheelbase, 13,000 lb. GVW package, and equipped as follows:

165" inch Wheelbase
84" Cab to axle
Black CC
Cloth Captains seats Flint (gray)
E Medium Flint (gray) Interior Trim
Dual Beam Jewel effect headlamps
640A Preferred Equipment Package
XL Trim
Carpet delete
AM/FM Stereo / clock
Mirrors, Trailer Tow, Telescoping –Manual
Integrated trailer brake controller
Heater/AC Connection Pkg., CFC Free
4-Wheel Anti-Lock Brake System
Air Bags- Driver/Passenger
6.4L V-8 Turbo Diesel Engine
TorqShift 5 Speed automatic transmission
LT245 BSW AS17 tires
Heater, Engine Block
Heavy Duty Alternator
Dual Battery System, 1500 CCA
3.73 Reg Axle
40 gallon Aft axle fuel tank
50 State Emissions

5.3 SELF-ADJUSTING BRAKES

The chassis brake system shall be Ford OEM standard hydraulic disc with front and rear anti-lock.

5.4 TIRES

The Unit shall be equipped with six (6) wheels and tires. The tires shall be OEM supplied LT245/75 R17 steel belted radials with all-season tread design. A spare tire shall also be provided and shipped with the Unit (unless otherwise specified). Wheels shall be steel and painted job color black.

5.5 SWAY BAR

An OEM supplied front sway bar shall be provided to assist Unit stability.

5.6 SHOCK ABSORBERS

Front and rear shock absorbers shall be OEM supplied and installed.

5.7 APPOINTMENTS

The manufacturer's heaviest duty heating and air conditioning package must be used. The Unit shall be equipped with dual electric multi-speed, delay windshield wipers and washer mechanism. The seatbelt/shoulder harness mechanisms shall be encased with a high impact plastic trim housing color keyed to match the driver's compartment.

5.8 CAB SEATING

The driver's compartment shall be equipped with OEM cloth captain's seats.

5.9 HEADLINER

The cab headliner shall be OEM standard.

5.10 CAB FLOORING

The cab shall be equipped with standard OEM supplied rubber/vinyl flooring with the carpet delete option.

5.11 ENGINE BLOCK HEATER

The OEM chassis engine block heater shall be wired to the external 115 volt power source.

5.12 ELECTRICAL REQUIREMENTS

5.12.1 MASTER BATTERY DISCONNECT

A master battery switch shall be located in the cab. The location of the master battery switch shall be approved by the County (hereinafter the "Customer").

5.12.2 BATTERY BRAIN

A battery monitor/capacitor shall be provided and installed. The battery brain will disconnect the load from the battery when it detects a drain beneath a preset level, saving energy to restart the Unit when needed.

5.12.3 BATTERY CHARGER

There shall be one (1) Kussmaul 1000 Auto Charge single battery charger system installed in the Unit's electrical system. The charger shall be fully automatic and shall maintain the truck batteries at a full charge level when connected to a 110 VAC source. Remote voltage sensing shall be provided to compensate the charger output for the voltage drop in the charging wires. A remote mounted indicator shall be provided which will contain one (1) bar graph to display the condition of the batteries. A "BATTERY SAVER" circuit shall be provided for the charging of rechargeable hand lights, portable radios and other loads to a maximum of 3 amps while the Unit is connected to the 110 VAC source. The charger shall be located rear of the passenger's seat. Battery status bar graph to be mounted next to auto eject on the side of the cab.

5.12.4 AUTO EJECTION CHARGING PLUG

The Contractor shall provide a Kussmaul Model Super Auto Eject 120 Volts AC, 20 Amps charge receptacle with a spring loaded cover to prevent water from entering when the shoreline is not connected. A label shall be permanently affixed at the power inlet that indicates the line voltage in volts and the current rating in amps. Spring loaded cover shall be black. The auto eject shall be located on the left side of the body close to the driver's door, Customer shall approve final location.

5.12.5 BACKUP ALARM

A 122db backup alarm shall be installed on the side of the chassis frame at the rear of the Unit. This alarm will activate whenever the Unit is put into reverse gear. There shall be a momentary switch in the driver's

switch console that will cancel the alarm. The system shall have an automatic reset to activate the alarm the next time the Unit is placed into reverse.

5.12.6 CIRCUIT GROUNDING

Grounding must be accomplished by use of a full ground wire harness. All ground wires shall be white in color and stamped every four inches (4") with the word "GROUND" or lettering "GRND". Ground return connections shall be made to the chassis structure, protected from corrosion, and available for service

5.12.7 INSTALLATION AND PROTECTION

Wires must be grouped or harnessed where practical. Metal edges through which cables pass shall be protected with nonmetallic bushings or grommets. All auxiliary circuits shall be wired separately and distinctly from the Unit chassis circuits, color coded, and clearly numbered. All wire passing from the console head shall be encased in a heavy-duty loom. All wiring shall be clipped or otherwise attached at suitable intervals to prevent rubbing or chafing due to wire movement, vibration, etc. All wiring must be stamped, color coded, labeled to indicate wire function, and conform to SAE 1292.

5.12.8 DRIVER SWITCHING CONSOLE

A switch control panel shall be positioned in a console located between the driver and passenger's seat. The panel will house all emergency switching, with legends according to their function. The switches shall be, moisture resistant, soft touch type, and shall be UL listed and CSA approved.

There shall be provided in the driver console area power, ground, and ignition studs for Customer installation of radio equipment.

The console shall contain the following switching and controls:

Emergency Master

Primary Mode

Secondary Mode

Front Light Bar

Rear Flood

Left Flood

Right Flood

Back-Up Alarm Disable

Siren Control Head

Mobile Radio Control Head (Customer supplied and installed)

Portable Radio Charger (Customer supplied and installed)

(2) Cup Holders

Open Storage Bin for Map Books

Final design and layout of the console shall be approved by the Customer.

5.12.9 RADIO EQUIPMENT

Shall be furnished and installed by the Customer.

There shall be provided by the body supplier in the driver console area power, ground, and ignition studs for Customer installation of radio equipment.

Two (2) antennae bases shall be provided by Customer for mounting in the chassis cab roof by body supplier location in a location to be determined by the Customer.

5.12.10 ELECTRONIC SIREN (Customer Supplied)

A Sho-Me Model 30.2200 electronic siren shall be supplied by the Customer and installed in the driver console by the Contractor.

5.12.11 SIREN SPEAKER (Customer Supplied)

A Sho-Me Model 30.0200 siren speaker shall be supplied by the Customer and installed in an area behind the front grille by the Contractor.

5.12.12 EXTERIOR CHASSIS LIGHTING

Exterior lighting shall meet or exceed Federal Department of Transportation, Federal Motor Vehicle Safety Standards and National Fire Protection Association requirements in effect at time of proposal.

Exterior lighting shall consist of halogen headlights, ICC clearance lights with chrome brush guards, parking lights, hazard warning lights, license plate lights, tail, stop, and backup lights. Tail and stoplights shall have red, clear, and amber lenses. Electrical wires for the taillights shall be sealed to protect them from the elements of weather. There shall also be two (2) side body rear lights with red lenses that flash with turn signals and steady burn with the DOT lights.

Fourteen (14) ICC/DOT lights shall be provided and installed on the upper Unit module body. Each light shall be LED type with a protective bezel. Two (2) each shall be installed on the side upper body corner areas. Five (5) shall be installed on the rear and front upper body corner extrusion area.

5.12.13 CIRCUIT PROTECTION

A breaker box shall be installed in the rear body providing circuit protection to all electrical circuits. Location of the breaker box shall be approved by the Customer.

5.12.14 REAR BOX INTERIOR LIGHTING

Two (2) 48" Dual fluorescent lights ceiling mounted spaced evenly lengthwise down the center of the ceiling.

5.12.15 GENERATOR

A 7.5KW Onan "Quiet Run" diesel generator shall be furnished and installed. The generator shall be connected to chassis fuel tank and will

provide power to all lights and power outlets. A light transfer switch shall be provided. Generator shall have an electric start/stop with no additional remote start/stop switching requested. The generator shall be compartment mounted in P1 and shall be mounted on a slide out tray. Slide out tray shall be rated to carry the weight of the generator.

5.12.16 115 VOLT AC POWER

There shall be 115 volt AC wiring furnished interior and exterior of the module.

5.12.17 EXTERIOR SHORE POWER

There shall be a Kussmaul 115 volt "Auto-Eject" plug rated at 20 amps or more with a spring-loaded cover assembly, UL listed for exterior use, located on the left side of the body close to the driver's door. This shall energize the Unit's 115 volt AC circuit from an exterior power source. This connector must be labeled: "115 volt AC, 60 Hz, 20 amp power supply". Shore line shall be capable of supplying power to rear compartment box, and receptacles in case of generator failure. Spring loaded cover shall be yellow.

5.12.18 INTERIOR 115 VOLT AC OUTLETS

There shall be four (4) duplex 115-volt AC receptacles, located inside the rear workspace of the body based on Customer preference. The receptacles shall be clearly labeled "115 VAC"

There shall be one (1) duplex 115-volt AC receptacle located in compartments D-2, and D-3.

5.12.19 EXTERIOR 115 VOLT AC OUTLETS

There shall be four (4) total 115-volt 20 amp twist-lock style receptacles located as follows

One (1) at the rear of the Unit opposite the roof access ladder at the lowest point on the body possible.

Two (2) inside the D-1 compartment placement TBD.

One (1) located in passenger side location TBD.

5.12.20 12 volt DC POWER OUTLETS

Two (2) 12 volt "cigarette" style outlets shall be installed in the rear box interior. (Location TBD)

5.13 CUSTOMER SUPPLIED LIGHTING AND PARTS

5.13.1 COMPARTMENT ILLUMINATION (Customer Supplied)

Whelen Model PSCACCCR LED Compartment Strip Lights shall be supplied by the Customer and installed by the Contractor. Up to two (2) lights shall be provided for each compartment. Compartment lights shall be wired to come on automatically when the door is opened. Final location of these lights shall be determined and approved by the Customer.

5.13.2 LIGHTBAR (Customer Supplied)

A Whelen model 4500 LED 72" Forward facing light bar to be shall be supplied by the Customer and mounted to the front of the body above cab by the Contractor.

5.13.3 FRONT WARNING LIGHTS (Customer Supplied)

Two (2) Whelen 700 Series LED lights, each with bezel one (1) with a red lens, and one (1) with blue lens, shall be supplied by the Customer and be installed in the front grille area by the Contractor.

Two (2) Whelen 700 Series LED intersector lights, each with an integral 700 series flange and a blue lens shall be supplied by the Customer and installed by the Contractor.

Final location of these lights shall be determined and approved by the Customer.

5.13.4 SIDE BODY WARNING LIGHTS (Customer Supplied)

Four (4) Whelen 900 Series LED side body lights shall be supplied by the Customer and mounted one (1) in each upper corner on both sides of the body by the Contractor. The lens colors shall be one (1) red on both the street side and curbside light sets. Final location of these lights shall be determined and approved by the Customer.

5.13.5 REAR BODY WARNING LIGHTS (Customer Supplied)

Four (4) Whelen 600 Series LED rear body lights shall be supplied by the Customer and mounted by the Contractor on the rear of the body. Final location of these lights shall be determined and approved by the Customer.

5.13.6 SCENE LIGHTS (Customer Supplied)

Three (3) Havis-Shields Kwik-Strike 4000 12-volt HID scene lights shall be supplied by the Customer and installed on each side of the body by the Contractor. Each light shall be independently lighted and switched separately in the driver's switch console. Final location of these lights shall be determined and approved by the Customer. The scene light mounted on the rear of the body shall activate when the Unit is placed in reverse.

5.13.7 MOUNTING BRACKETS FOR CUSTOMER SUPPLIED SCENE LIGHTING

The Contractor shall furnish and install mounting brackets for two (2) Customer supplied Akron Brass Model E-4750-POD scene lights. Location of the mounting brackets shall be determined by the Customer.

5.14 REAR BODY CONSTRUCTION CHARACTERISTICS

All body panels, compartments, structures and extrusions shall be fabricated of aluminum or FRP (Fiberglass Reinforced Plywood). Fabrication of the body utilizing aluminum shall use alloys consistent with the load requirements of the

Unit. Any FRP finished material shall have a smooth gel coat finish (material must be manufactured by the body supplier) and the rear framing of the box shall be inter-city style with tubular steel framing. Body to be painted to match the Ford OEM black of the chassis. Bidder shall provide detailed information on all body construction materials and techniques used in the fabrication of the body..

5.14.1 INTERIOR HEADROOM

A minimum of 78" of interior headroom shall be provided inside the rear body.

5.14.2 EXTERIOR COMPARTMENT DEPTH

All exterior compartments shall have a minimum usable depth of approximately 20.00".

5.14.3 LEFT SIDE COMPARTMENTATION

FORWARD OF REAR WHEEL WELL (D1)

(1) Vertical in front of wheels with French style doors compartment to be minimum of 50.00" wide x 52.00" tall. Compartment to have one (1) adjustable shelf.

ABOVE REAR WHEELS (D2)

(1) Horizontal above wheels shall be a minimum of 55.00" wide x 30.00" tall and to have (1) fixed shelf.

REAR OF WHEEL WELL (D3)

(1) Vertical behind wheels, to be as tall as possible (Appx. 72.00") to have (2) adjustable shelves.

5.14.4 RIGHT SIDE COMPARTMENTATION

FORWARD OF REAR WHEEL WELL (P1)

(1) Vertical in front of wheels with French style doors. Compartment dimensions to be minimum 50.00" wide x 52.00" tall. This compartment to be used to house generator, floor of compartment shall be reinforced to carry the load.

ABOVE REAR WHEELS (P2)

(1) Horizontal above wheels shall be a minimum of 55.00" wide x 30.00" and to have (1) fixed shelf.

REAR OF WHEEL WELL (P3)

(1) Vertical behind wheels, to be as tall as possible (Appx. 72.00"), and a minimum of 19.00" width. This compartment shall have (2) adjustable shelves.

5.14.5 REAR ENTRANCE DOOR

42.00" Single swing rear door with key lockable latch with inside release. A 36.00" X 24.00" dry erasable board shall be mounted to the inside of the rear door. A padded door header shall be provided to prevent injury.

5.14.6 REAR COMPARTMENT EXHAUST VENT

A three-speed power exhaust vent having a 240 cfm air flow rating shall be installed in the ceiling, with approximate dimensions of 6" wide x 8" high. The resistor coil shall be mounted in the fan air flow. A switch shall be mounted in the rear of the body near the entry door.

5.14.7 EXTERIOR COMPARTMENT DOORS

All exterior doors shall have flush mounted and lockable latching devices. All compartment door locks shall be keyed alike.

5.14.8 ADJUSTABLE SHELVES

(2) Adjustable shelves shall be provided and installed in the D1, and P1 compartments. Each shall be easily adjusted to accommodate equipment/supply requirements.

5.14.9 ADJUSTABLE SHELVES

(2) Adjustable shelves shall be provided and installed in the D3, and P3 compartments. Each shall be easily adjusted to accommodate equipment/supply requirements.

5.14.10 FIXED SHELVES

(1) Fixed shelf shall be provided and installed in the D2, and P2 compartments. Exact shelf mounting height and width to be determined by the Customer.

5.14.11 HVAC SYSTEM

A Model 552 PROAIR Heat and Cool unit, or comparable model, shall be furnished and installed. The HVAC unit shall be mounted above the rear door header. The HVAC unit shall be wired to operate from generator power.

5.14.12 FLOORING

The interior floor shall be constructed of a ribbed rubber floor over 3/4" Adventek Plywood or comparable sub-flooring and floor covering with a 1/4" air foil insulation in the floor or equivalent.

5.14.13 PAINT

Body of box to be color matched to chassis, which shall be Ford OEM Black

5.14.14 ROOF RACK

A roof mounted aluminum ladder rack (three cross-members minimum), and a rear mounted aluminum roof access ladder shall be provided. If optional roof mounted light tower is used the ladder rack shall be designed as to not restrict operation of the light tower.

5.15 REAR BUMPER

A 304 Stainless steel full width drop step bumper shall be furnished and installed. The bumper shall feature a steel intermediate step between the floor of body and drop step. The bumper and step will be painted job color black. The bumper shall feature an aggressive tread plate stepping surface.

5.16 TOW HOOKS

A pair of tow hooks shall be provided and installed at the rear of the Unit. They shall be frame mounted and shall meet or exceed all standards related to towing capacities and performance.

5.17 TOWING

The Unit shall be equipped with the Ford OEM integrated brake controller. A class V receiver hitch shall be furnished and installed, and a seven (7) pin RV style wiring harness to be furnished and installed. A Steel mounting plate with class 9 bolts shall be provided for a combination pintle hook / tow ball.

5.18 MIRRORS

The mirrors shall be Ford OEM trailer towing mirrors.

5.19 OPERATOR'S MANUAL

A Unit owner's manual (reference handbook) for the Unit shall be provided in an 8 1/2" x 11" three-ring hard cover loose leaf binder. It shall contain copies of the chassis manufacturer's warranties and owner's manual, copies of the body manufacturer's warranties and operating/service instructions, component manufacturer's equipment information, installation, operating, service instructions, warranties, etc., and a complete wiring diagram or schematic with circuits and components clearly and accurately labeled.

5.20 IGNITION KEYS

Four (4) sets of ignition/ door lock keys shall be provided.

6.0 PRODUCTION REQUIREMENTS

6.01 PRODUCTION TIME

Upon receipt of the chassis the Contractor shall deliver the finished Unit within one hundred twenty (120) days.

6.02 DELIVERY AND ACCEPTANCE

The completed Unit shall be delivered over the road and under its own power to insure proper break-in of all driving components. Rail or truck freight shipment of the apparatus is not acceptable. An experienced and qualified dealer representative shall familiarize the Customer (as designated by the authority in charge) in the proper operation, care and maintenance of the apparatus delivered. The representative must be a qualified agent of the local dealer. The familiarization period shall consist of one (1) session during the normal work week. The length and time of the familiarization session must be approved in advance by

mutual agreement of the Customer and the Contractor. Final acceptance of the Unit shall be executed by the County of Loudoun Fleet Manager, Mr. Roy Trammel.

6.03 PRECONSTRUCTION MEETING

The Contractor shall be required, prior to manufacturing, to have a Preconstruction Meeting to finalize all construction details and review the approval drawings. This meeting may be conducted at the Customer's location or at the Contractor's manufacturing facility. The Customer shall be responsible for all expenses related travel, lodging, and meals when traveling to the Contractor's manufacturing facility.

6.04 PRE-DELIVERY INSPECTIONS

The Customer may choose to conduct up to two (2) pre-delivery inspections, consisting of an In-Process Inspection and a Final Inspection. The Customer shall be responsible for all expenses of related travel, lodging, and meals when traveling to the Contractor's manufacturing facility.

6.05 CONCEPT DRAWINGS

The Contractor shall furnish concept drawings with their bid. These drawings shall be drawn to scale on a CAD system to assure an accurate and professional drawing. The drawing shall show at least five (5) views of the Unit (front, rear, both sides, and top). The blueprints shall show the overall dimensions of the proposed Unit, proposed compartment sizes and features, the proposed location of all emergency warning and work/scene lights that are to be provided on the Unit.

6.06 APPROVAL DRAWINGS

The Contractor shall furnish four (4) sets of engineering blueprints, specifically for this Unit, which must be approved by the Customer before actual construction begins. Both the Customer and the Contractor's representative shall have a copy of this drawing. It shall become part of the total Contract. These drawings shall be drawn to scale on a CAD system to assure an accurate and professional drawing. The drawing shall show at least five (5) views of the Unit (front, rear, both sides, and top). The blueprints shall show the overall dimensions of the apparatus, proposed compartment sizes and features, the location of all emergency warning and work/scene lights that are to be provided on the Unit.

6.07 MANUFACTURER WARRANTIES

Each manufacturer shall supply, as a part of their bid package, a copy of the warranty or warranties that they propose to provide. At a minimum the Unit shall be warranted to be free from defects in materials or workmanship under normal use and service for a period of one (1) year.

Additional warranties to be provided by the manufacturer include:

- Paint Warranty, one (1) year.
- Structural Body Warranty, five (5) years.
- Electrical Warranty, two (2) years.

Failure to provide the warranties as outlined throughout these specifications shall be cause for rejection of the bid package.

The warranty period for the Unit and all component warranties outlined throughout these specifications shall commence upon final acceptance of the Unit by the County of Loudoun Fleet Manager, Mr. Roy Trammel.

7.0 OPTIONS

The following sections outline options that the Customer may or may not choose to execute as part of the Contract. The Contractor shall provide a base Contract price as specified by the Customer and then provided itemized pricing on all options listed in the following sections. Options executed by the Customer will then be added or subtracted, based on option, to the base Contract price and become the overall Contract price once accepted.

7.1 OPTION #1 - ROOF REINFORCEMENT AND LIGHT TOWER PRE-WIRE

Provide optional pricing for reinforcement of the roof of the rear box to support the Command Light Shadow Series, part number SL443-RT, as well as pre-wiring for future installation.

7.2 OPTION #2 - LIGHT TOWER

A Command Light Shadow Series, part number SL443-RT, light tower shall be provided for installation on the apparatus. The location of the light tower and its controls shall be installed according to instructions given by the Customer and the requirements of the light tower manufacturer. The light tower shall extend 49" above the mounting surface and shall extend to full upright position in less than 15 seconds. The overall size of nested light tower shall be 48" long x 21-1/2" wide x 7-1/2" high and weigh approximately 63 pounds.

7.2.1 Light Tower Construction and Design

The Command Light assembly shall be of aluminum construction, with stainless steel shafts and bronze bushings for long life and low maintenance. The electrically controlled unit shall not require usage of the Unit's air supply for operation, thereby eliminating the chance for air leaks in the Unit braking system. Hydraulic or pneumatic type floodlights are not acceptable alternatives to the specified all electric light tower.

7.2.2 Light Tower Electrical System

The light tower shall be a single-stage device with lighting capable of 355 degree rotation. The light shall be elevated by an electric linear actuators, the actuator shall adjust the light bank angle from 0 to 110 degrees.

7.2.3 Light Tower Controls

The light tower shall be controlled with a hand-held 6 foot umbilical line remote control. The storage station for the remote control unit shall be equipped with a button to activate the "Auto-Park" automatic nesting feature. The controls on the remote box shall be:

Two (2) switches for each 2 light banks.

One (1) switch for elevating /retracting the arm.

One (1) switch for rotation of the light bank.

One (1) switch to engage Auto-Park.

One (1) indicator light to indicate when light bank is out of roof nest position.

One (1) indicator light to indicate when light bank is rotated to proper nest position.

7.2.4 Light Tower Floodlights

The Command Light shall be equipped with the following bank of floodlights:

Floodlight manufacturer: Command Light Quartz Halogen

Number of lamp heads: Four (4)

Voltage: 120 or 240 volt

Watts of each lamp head: 350 watt

Total watts of light tower: 1400 watts

Configuration: The light heads shall be mounted in two (2) on each side of the light tower, giving two (2) vertical lines of two (2) when the lights are in the upright position.

7.2.5 Roof reinforcement

Roof of rear box shall be reinforced to withstand the mounting and operation of the Command light.

7.3 OPTION #3 - POWER DOOR LOCK SYSTEM

The rear entry doors and exterior compartment doors shall be equipped with a power lock that shall be activated from within the cab, within easy reach of the driver. The rear compartment door, and rear entry locks shall be wired to the chassis power door locks.

8.0 CONTRACT TERMS AND CONDITIONS

The Contract with the successful bidder will contain the following Contract Terms and Conditions:

8.1 Procedures

The extent and character of the services to be performed by the Contractor shall be subject to the general control and approval of the Chief of Loudoun County Department of Fire, Rescue and Emergency Management or his/her authorized representative(s). The Contractor shall not comply with requests and/or orders issued by other than the Chief of Loudoun County Department of Fire, Rescue and

Emergency Management or his/her authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Contractor.

8.2 Contract Period

The Contract period shall cover the period from the date of the issuance of the purchase order through date of acceptance of Unit at the Loudoun County Fleet Management Facility

8.3 Contract Quantities

The quantities specified in this Contract are definite and will be the actual quantities purchased.

8.4 Delays

If delay is foreseen, the Contractor shall give immediate written notice to the Division of Procurement. The Contractor must keep the County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase supplies elsewhere and charge full increase in cost and handling to defaulting Contractor.

8.5 Delivery Failures

Time is of the essence. Should the Contractor fail to deliver the proper item(s) at the time and place(s) specified, or within a reasonable period of time thereafter as determined by the Purchasing Agent, or should the Contractor fail to make a timely replacement of rejected items when so requested, the County may purchase items of comparable quality in the open market to replace the rejected or undelivered items. The Contractor shall reimburse the County for all costs in excess of the Contract price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

8.6 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the County's criteria for approval.

8.7 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance during the initial term of the Contract or any renewal period.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

8.8 Payment of Taxes

All Contractors located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

8.9 Insurance

The Contractor shall procure, maintain, and provide proof of, insurance coverage for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the County by the Contractor, his agents, representatives, employees or subcontractors at their own expense. Proof of coverage as contained herein shall be submitted prior to entering into the Contract and such coverage shall be maintained by the Contractor for the duration of the Contract period for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after Contract completion date.

A. General Liability

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability Form including Products/Completed Operations.

Minimum Limits

General Liability:

\$1,000,000	General Aggregate Limit
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence Limit
\$50,000	Fire Damage Limit
\$5,000	Medical Expense Limit

B. Automobile Liability

Coverage sufficient to cover all Units owned, used, or hired by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Limits

Automobile Liability:

\$1,000,000	Combined Single Limit
\$1,000,000	Each Occurrence Limit
\$5,000	Medical Expense Limit

C. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia. Employers Liability, \$1,000,000.

D. Coverage Provisions

1. The Contractor shall furnish to the County certificates of insurance including all policy exclusions and endorsements affecting coverage. The certificates are to be signed by a person authorized by the insurance company(s) to bind coverage on its behalf. If executed by a broker, a notarized

copy of authorization to bind or certificate coverage must be attached. The certificates shall indicate the Contract name and number.

2. All deductibles or self-insured retention shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the Contractor may be required to procure a bond guaranteeing payment of losses and related claims expenses.
3. The County of Loudoun, its officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. This provision that the County be added as an additional insured does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
4. The Contractor's insurance shall be primary over any applicable insurance or self-insurance maintained by the County.
5. The Contractor shall provide immediate written notice to the County before any cancellation, suspension, or void of coverage in whole or part, or subsequent to any cancellation, suspension, or void of coverage in whole or part if not so notified prior to an action taken by the insurer resulting in the immediate cancellation, suspension, or void in whole or part.
6. All coverage for subcontractors of the Contractor shall be subject to all of the requirements stated herein.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the County, its officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the County, its officers/officials, agents, employees or volunteers for any act, omission or condition of premises for which the parties may be held liable by reason of negligence.
9. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from County's Risk Officer.
10. All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

8.10 Hold Harmless Clause

The Contractor shall indemnify, defend, and hold harmless the County from loss from all suits, actions, or claims of any kind brought as a consequence of any negligent act or omission by the Contractor. The Contractor agrees that this clause shall include claims involving infringement of patent or copyright. For purposes of this paragraph, "County" and "Contractor" includes their employees,

officials, agents, and representatives. "Contractor" also includes subcontractors and suppliers to the Contractor. The word "defend" means to provide legal counsel for the County or to reimburse the County for its attorneys fees and costs related to the claim. This section shall survive the Contract.

8.11 Safety

All Contractors and subcontractors performing services for the County of Loudoun are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

8.12 Permits

It shall be the responsibility of the Contractor to comply with County ordinances by securing any necessary permits. The County shall waive any fees involved in securing County permits.

8.13 Notice of Required Disability Legislation Compliance

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

8.14 Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

8.15 Employment Discrimination by Contractors Prohibited

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
- B. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

8.16 Drug-free Workplace

Every Contract over \$10,000 shall include the following provisions

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

8.17 Faith-Based Organizations

Loudoun County does not discriminate against faith-based organizations.

8.18 Immigration Reform and Control Act of 1986

By entering this Contract, the Contractor certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

8.19 Substitutions

NO substitutions or cancellations are permitted after Contract award without written approval by the Division of Procurement. Where specific employees are proposed by the Contractor for the work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the County agrees to a substitution. Requests for substitutions shall be reviewed and may be approved by the County at its sole discretion.

8.20 Condition of Items

All items shall be new, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated herein. Verbal agreements to the contrary will not be recognized.

8.21 Workmanship and Inspection

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The County may, in writing, require the Contractor to remove any employee from work for reasonable cause as determined by the County. Further, the County may, from time to time, make inspections of the work performed under the Contract. Any inspection by the County does not relieve the Contractor of any responsibility in meeting the Contract requirements.

8.23 Exemption from Taxes

The Contractor shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. The County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax. The Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including but not limited to taxes on materials purchased by a Contractor for incorporation in or use on a construction project.

8.24 Invoicing and Payment

Upon delivery and acceptance of the equipment, the Contractor shall submit an invoice detailing the appropriate charges.

Upon receipt of invoice and final inspection and acceptance of the equipment, the County will render payment. Invoices shall be submitted to:

County of Loudoun, Virginia
Loudoun County Department of Fire,
Rescue and Emergency Management
803 Sycolin Road, Suite 100
Leesburg, VA 20175
Attn: Lt. Josh Cooper

All such invoices will be paid within forty-five (45) days by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Contractor shall provide complete cooperation during any such investigation.

Individual Contractors shall provide their social security numbers; and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

8.25 Payments to Subcontractors

Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Contract, the Contractor shall either:

- A. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- B. Notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment.

The Contractor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.

8.26 Assignment of Contract

The Contract may not be assigned in whole or in part without the written consent of the Purchasing Agent.

8.27 Termination

Subject to the provisions below, this Contract may be terminated by the County upon thirty (30) days advance written notice to the Contractor; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Contractor shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

8.28 Contractual Disputes

The Contractor shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The claim, with supporting documentation, shall be submitted to the Purchasing Agent by US Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his/her decision to writing and mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the County's receipt of the claim.

The Purchasing Agent's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal.

8.29 Warranty

Contractor warrants that the goods furnished hereunder shall conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the County, free from defects in design. The County's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty.

In addition to any specific warranty required by the Contract documents, Contractor warrants all work against defects in material and workmanship for a period of one (1) year from the date of acceptance, unless specified otherwise. Contractor shall secure and assign to the County all written warranties of equipment or materials furnished to the Contractor or its subcontractors by any manufacturer or supplier.

All periods of warranty, and periods of manufacturers' product and/or equipment warranty shall commence on the date of acceptance of the goods and shall extend for a minimum period of one (1) year thereafter.

All warranties, including special warranties specified elsewhere herein, shall inure to the County, its successors, assigns, Customer agencies and users of the goods and services.

8.30 Severability

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

8.31 Applicable Laws/Forum

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun.

8.32 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONTRACTOR:

TO COUNTY:

Philip Butterfass
Contracting Officer
1 Harrison Street, SE, MSC #41C
Leesburg, VA 20175

8.33 Licensure

To the extent required by the Commonwealth of Virginia or the County of Loudoun, the Contractor shall be duly licensed to sell the goods or perform the services required to be delivered pursuant to this Contract.

8.34 Registering of Corporation

The Contractor shall remain registered with the Virginia State Corporation Commission, if applicable, during the term of the Contract or any renewal.

8.35 Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person or allow any other person access to any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication,

written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in termination of the Contract.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.

9.0 INSTRUCTIONS TO BIDDERS

9.1 Submission of Bids

Before submitting a bid, read the ENTIRE solicitation including the Contract Terms and Conditions. Failure to read any part of this solicitation will not relieve a bidder of the contractual obligations. Pricing must be submitted on Invitation for Bid pricing form only. Include other information, as requested or required. The face of the container shall indicate the IFB number, time and date of opening, and the title of the IFB. Bids must be received by the Division of Procurement BEFORE the hour specified on the opening date. Bids may be either mailed or hand delivered to 1 Harrison Street, S.E., 4th Floor, MSC #41C, Leesburg, Virginia 20175. Faxed and e-mailed proposals will not be accepted.

9.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all bidders. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the IFB may result in the disqualification of the bidder. Inquiries pertaining to the Invitation for Bid must give the IFB number, title and acceptance date. Material questions will be answered in writing with an Addendum provided, however, that all questions are received at least ten (10) days in advance of the proposal acceptance date. It is the responsibility of all bidders to ensure that they have received all Addendums. Addendums can be downloaded from www.loudoun.gov/procurement.

9.3 Firm Pricing for County Acceptance

Bid price must be firm for County acceptance for a minimum of ninety (90) days from bid opening date. "Discount from list" bids are not acceptable unless requested.

9.4 Unit Price

Bid unit price on quantity specified, extend and show total. In case of errors in extension, unit prices shall govern.

9.5 Quotations to be F.O.B. Destination - Freight Prepaid and Allowed

Any goods to be delivered to a County location shall be coordinated with the Contract Administrator prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance, and all other delivery related costs shall be included in the cost of performing the work proposed in the price proposal.

9.6 Proprietary Information

Trade secrets or proprietary information submitted by a bidder in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the bidder must invoke the protections of this section prior to or upon submission of the data or other materials and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the bidder's information.** Bidders shall not mark sections of their bid as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

9.7 Authority to Bind Firm in Contract

Bids MUST give full firm name and address of bidder. Failure to manually sign bid may disqualify it. Person signing bid will show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on bid in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the articles of organization

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

9.8 Correction or Withdrawal of Bids and Cancellation of Awards Under Competitive Sealed Bidding

Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, may be permitted at the County's discretion. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Agent. No bid may be withdrawn when the result would be to award the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%). If a bid is withdrawn, the lowest responsive and responsible remaining bid shall be deemed to be the low bid. If the Purchasing Agent or a designee of such, denies the withdrawal of a bid, he shall notify the bidder in writing stating the reasons for his decision.

9.9 Subcontractors

All bidders shall include a list of all subcontractors with their bid. The County reserves the right to reject the successful bidder's selection of subcontractors for good cause. If a subcontractor is rejected, the bidder may replace that subcontractor with another subcontractor subject to the approval by the County. Any such replacement shall be at no additional expense to the County nor shall it result in an extension of time without the County's approval.

9.10 Use of Brand Names

Unless otherwise provided in an Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the County, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. Any catalog, brand name or manufacturer's reference used in the IFB is descriptive -- NOT restrictive -- it is provided to generally indicate the type and quality desired.

Proposals on brands of like nature and quality will be considered. If the bid is based on offering other than the referenced or specified items, the bid must show the name of the manufacturer, brand or trade name, catalog number, etc., of article offered. If other than the brand(s) specified is offered, illustrations and complete descriptions must be submitted with bid. Samples may be required. Bidders must certify that item(s) offered meet and/or exceed specifications. If an item considered as being equal by the bidder is offered and not accepted, the proposal shall be rejected. If a bidder makes no other offer and takes no exception to specifications or reference data, it will be required to furnish the brand names, numbers, etc., as specified.

9.11 References

All bidders shall include, with their bids, a list of at least three (3) current references for whom comparable work has been performed. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of bid as non-responsive. Bidder hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.

9.12 Contract Quantities

The quantities specified in this invitation are definite and will be the actual quantities to be purchased.

9.13 Delivery

Time is of the essence. Bid must show number of calendar days required to place material in using agency's receiving room under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. A five (5) day difference in delivery promise may break a tie bid. Unrealistically short or long delivery promised may cause bid to be disregarded as nonresponsive. Delivery shall be made during normal working hours only, 9:00 am to 5:00 pm, unless prior approval for an alternate delivery has been obtained from the County.

9.14 Incidental and Consequential Damages

No bidder may require contractual language limiting or eliminating liability for incidental and consequential damages.

9.15 Descriptive Literature

All bids shall include descriptive literature on each item being offered. Failure to include this information with your bid may result in the entire bid being considered unresponsive.

9.16 Warranty and Maintenance Service

Bidders shall state the warranty period and, if indicated on the pricing form, annual maintenance service cost on the bid pricing form. Bidders shall also include with the bid copies of the detailed warranty coverage information, maintenance coverage information, including the nearest authorized service center, and the maintenance agreement.

9.17 Late Bids

LATE bids shall be returned to bidder UNOPENED, if IFB number, opening date and bidder's return address are shown on the container.

9.18 Rights of County

The County reserves the right to reject all or any part of any bid, waive informalities, and award the contract to the lowest responsive and responsible bidder to best serve the interest of the County.

9.19 Prohibition as Subcontractors Under Competitive Sealed Bidding

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

9.20 Vendor Preference in Tie Bids

The Division of Procurement and all other departments of the County making purchases of goods, services or construction shall give preference to goods, services or construction sold by County and State vendors, in that order, in all cases of tie bids, quality and service being equal.

9.21 Anti-Trust Violations

Tie bids may cause rejection of bids by the Division of Procurement and/or prompt an investigation for Anti-Trust violations.

9.22 Basis for Award

Contract award will be made to the lowest responsive and responsible bidder based on total cost. If the Total cost is above the County's budget, Options will be removed starting with Option 3, then Option 2, then Option 1 to find the lowest responsive and responsible bidder. The County will exercise all the options

Whenever the lowest responsive and responsible bidder is a resident of a state other than Virginia and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest

responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest bidder is a resident contractor of a state with an absolute preference, the bid preference shall not be considered.

9.23 Negotiation with the Lowest Responsible Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the *Code of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available whenever such low bid exceeds the available funds. Negotiations with the low bidder may include both modifications of the bid price and the specifications/scope of work to be performed.

9.24 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov/procurement) and on the bulletin board located in the Division of Procurement, 4th floor, 1 Harrison St, SE, Leesburg, Virginia 20175.

9.25 Protest

Bidders may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process.

9.26 Debarment

By submitting a bid, the bidder is certifying that bidder is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

9.27 Registering of Corporation

Any corporation, LLC, or LLP transacting business in Virginia shall secure a certificate of authority, as required by Section 13.1-757 of the Code of Virginia, from the State Corporation Commission (SCC), P.O. Box 1197, Richmond, VA. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/division/clk/diracc.htm>. Certain isolated transactions or sales conducted through independent contractors do not require registration. Bidders should consult the Code of Virginia Section 13.1-757 for more information.

9.28 Cooperative Procurement

As authorized in Section 2.2-4304 of the Code of Virginia, this procurement is being conducted on behalf of and may be used by public bodies, agencies, institutions and localities of the several states, territories of the United States, and the District of Columbia with the consent of the Contractor.

9.29 Acknowledgement of Contract

By submitting a bid, the bidder acknowledges that it understands and agrees to the Contract Terms and Conditions.

9.30 W-9 Form Required

Each bidder shall submit a completed W-9 form with their bid in the event of contract award. This information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

9.31 Insurance Coverage

Bidders shall include with their bid a copy of their current Certificate of Insurance that illustrates the current level of coverage the bidder carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.



QQ-01389

Loudoun County, Virginia

Division of Procurement
One Harrison Street, 4th Floor, MSC #41C
Leesburg, Virginia 20175

**10.0 FIRE MARSHAL'S OFFICE
MOBILE FIRE INVESTIGATIONS UNIT**

THE FIRM OF: _____

Address: _____

FEIN _____

NOTICE TO BIDDERS: The following required supplies shall be provided according to the contract terms and conditions contained herein.

Mobile Fire Investigations Unit Per Section 5.0 \$ _____

Option #1 - Roof Reinforcement Wiring \$ _____

Option #2 - Light Tower \$ _____

Option #3 - Power Door Lock System \$ _____

GRAND TOTAL\$ _____

The following shall be returned with your bid. Failure to do so may be cause for rejection of bid as non-responsive. It is the responsibility of the bidder to ensure that he has received all addendums.

ITEM:	INCLUDED: (X)
1. References (on County form)	_____
2. Addendums, if any.	_____
3. Payment Terms: _____	_____ net 30 or _____ Other
4. F.O.B. Destination-Freight prepaid and included	_____
5. Delivery Within _____ Days ARO	_____
6. Warranty information enclosed	_____
7. W-9 Form	_____
8. Certificate of Insurance	_____

Person to contact regarding this bid: _____

Title: _____ Phone: _____ Fax: _____

E-mail: _____

Name of person authorized to bind the Firm (9.7): _____

Signature: _____ Date: _____

By signing and submitting a bid, your firm acknowledges and agrees that it has read and understands the IFB documents and agrees to the Contract Terms and Conditions as contained herein.

References for:

Bidders shall provide references on this form.

1. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
2. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
3. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
4. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____
5. Firm Name _____
Contact _____
Title _____ E-mail _____
Mailing Address _____
Phone _____ Fax _____

HOW DID YOU HEAR ABOUT THIS INVITATION FOR BID?

QQ-01389

Please take the time to mark the appropriate line and return with your proposal.

<input type="checkbox"/> Associated Builders & contractors	<input type="checkbox"/> Loudoun Times Mirror
<input type="checkbox"/> Bid Net	<input type="checkbox"/> Our Web Site
<input type="checkbox"/> Builder's Exchange of Virginia	<input type="checkbox"/> NIGP
<input type="checkbox"/> Email notification from Loudoun County	<input type="checkbox"/> The Plan Room
<input type="checkbox"/> Dodge Reports	<input type="checkbox"/> Reed Construction Data
<input type="checkbox"/>	<input type="checkbox"/> Tempos Del Mundo
<input type="checkbox"/> India This Week	<input type="checkbox"/> Valley Construction News
<input type="checkbox"/> LS Caldwell & Associates	<input type="checkbox"/> Virginia Business Opportunities
<input type="checkbox"/> Loudoun Co Small Business Development Center	<input type="checkbox"/> VA Dept. of Minority Business Enterprises
<input type="checkbox"/> Loudoun Co Chamber of Commerce	<input type="checkbox"/> RAPID

☐ Other _____

SERVICE RESPONSE CARD

QQ-01389

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

Did you have contact with Procurement staff? ☐

How would you rate the manner in which you were treated by the Procurement staff?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

How would you rate the overall response to your request?

Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐

COMMENTS: _____

Thank you for your response!

We can better assess our service to *you* through feed back from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

**Please return completed form to: Patty Cogle • Procurement •
PO Box 7000 • Leesburg, VA 20177**

RIDER CLAUSE
Use of Contract by Members of the
Northern Virginia Cooperative Purchasing Council and
the Metropolitan Washington Council of Governments

RFP Mobile Fire Investigation Unit

QQ- 01389

This clause is intended to allow a successful vendor to offer the goods and services of the bid to other member jurisdictions of the Northern Virginia Cooperative Purchasing Council and the Metropolitan Washington Council of Governments. If a mark is made in the **YES** column next to a member name, the pricing, terms and conditions of the final contract are offered to the appropriate member. The successful vendor may directly notify any member jurisdiction of the availability of the contract.

Offering to sell goods and services as a result of this solicitation to other member jurisdictions is voluntary on the bidder's part. A member jurisdiction's participation in the contract is voluntary, also. Any jurisdiction obligated to participate in the contract is indicated in the body of the solicitation and contract.

Each participating jurisdiction has the option of executing a separate contract with the awardee. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, may withdraw its extension of the award to that jurisdiction. The member jurisdiction(s) which awards the contract as a result of this solicitation is responsible for the award, etc. of its portion of the contract only. The issuing jurisdiction shall not be held liable

Each member jurisdiction which purchases as a result of this offer will be responsible for placing orders directly with the successful vendor, arranging all deliveries, reconciling discrepancies and invoices, and issuing payments.

Failure to offer the terms and conditions of the contract to any member will neither disqualify a bidder nor adversely affect the award of the contract.

BIDDER'S AUTHORIZATION FOR PARTICIPATION:

YES	JURISDICTION	YES	JURISDICTION
<input type="checkbox"/>	City of Alexandria, VA	<input type="checkbox"/>	Loudoun County Sanitation Authority
<input type="checkbox"/>	Alexandria Public Schools	<input type="checkbox"/>	City of Manassas, VA
<input type="checkbox"/>	Alexandria Sanitation Authority	<input type="checkbox"/>	City of Manassas Park, VA
<input type="checkbox"/>	Arlington County, VA	<input type="checkbox"/>	City of Manassas Public Schools
<input type="checkbox"/>	Arlington Public Schools	<input type="checkbox"/>	Maryland - National Capital Park & Planning
<input type="checkbox"/>	Charles County Public Schools	<input type="checkbox"/>	Commission
<input type="checkbox"/>	City of Bowie, MD	<input type="checkbox"/>	Metropolitan Washington Airports Authority
<input type="checkbox"/>	City of College Park, MD	<input type="checkbox"/>	Metropolitan Washington Council of Governments
<input type="checkbox"/>	Culpeper County, Virginia	<input type="checkbox"/>	Winchester, VA
<input type="checkbox"/>	District of Columbia	<input type="checkbox"/>	Montgomery College
<input type="checkbox"/>	District of Columbia Courts	<input type="checkbox"/>	Montgomery County, MD
<input type="checkbox"/>	District of Columbia Schools	<input type="checkbox"/>	Montgomery County Public Schools
<input type="checkbox"/>	District of Columbia Water & Sewer Auth	<input type="checkbox"/>	Northern Virginia Community College
<input type="checkbox"/>	City of Fairfax, VA	<input type="checkbox"/>	Northern Virginia Planning District Commission
<input type="checkbox"/>	Fairfax County, VA	<input type="checkbox"/>	Prince George's County, MD
<input type="checkbox"/>	Fairfax County Public Schools	<input type="checkbox"/>	Prince George's County Public Schools
<input type="checkbox"/>	Fairfax County Water Authority	<input type="checkbox"/>	Prince William County, VA
<input type="checkbox"/>	City of Falls Church, VA	<input type="checkbox"/>	Prince William County Public Schools
<input type="checkbox"/>	Fauquier County, VA	<input type="checkbox"/>	Prince William County Service Authority
<input type="checkbox"/>	Fauquier County Schools	<input type="checkbox"/>	Town of Purcellville, VA
<input type="checkbox"/>	City of Frederick, MD	<input type="checkbox"/>	City of Rockville, MD
<input type="checkbox"/>	Frederick County, MD	<input type="checkbox"/>	Spotsylvania County Schools
<input type="checkbox"/>	Frederick County Public Schools	<input type="checkbox"/>	Stafford County, VA
<input type="checkbox"/>	City of Gaithersburg, MD	<input type="checkbox"/>	Stafford County Public Schools
<input type="checkbox"/>	George Mason University	<input type="checkbox"/>	City of Takoma Park, MD
<input type="checkbox"/>	City of Greenbelt, MD	<input type="checkbox"/>	Upper Occoquan Sewage Authority
<input type="checkbox"/>	Town of Herndon, VA	<input type="checkbox"/>	Town of Vienna, VA
<input type="checkbox"/>	Town of Leesburg, VA	<input type="checkbox"/>	Washington Metropolitan Area Transit Authority
<input type="checkbox"/>	Loudoun County Public Schools	<input type="checkbox"/>	Washington Suburban Sanitary Commission
<input type="checkbox"/>		<input type="checkbox"/>	Winchester Public Schools

BIDDER SIGNATURE _____ **DATE** _____

This form must be completed and returned with bid.

Revised 6/2006